PaeTec Communications, Inc.

PAETEC COMMUNICATIONS, INC.

600 Willowbrook Office Park Fairport, New York 14450 (T)

RATES, RULES AND REGULATIONS for FURNISHING RESALE TELECOMMUNICATIONS SERVICES

Filed with the

PUBLIC SERVICE COMMISSION OF KENTUCKY

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for long distance telecommunications services provided by PaeTec Communications, Inc. between points within the Commonwealth of Kentucky.

2

Issued: October 23, 2002 Issued by authority of an order of the Public Service Commission of Kentucky in Case No. Dated: Effective: November 22, 2002

Issued by PaeTec Communications, Inc.

CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	REVISION	<u>SHEET</u>	REVISION
Title	1 st	23	2^{nd}
1	12 th *	24	Original
2	Original	25	Original
3	1 st	26	2^{nd}
4	Original	27	2^{nd}
5	Original	28	1 st
6	Original	29	4 th
7	Original	30	1 st
8	Original	31	1 st
9	Original	32	3 rd
10	Original	33	Original *
11	Original	34	Original *
12	Original	35	Original *
13	Original	36	Original *
14	Original	37	Original *
15	Original	38	Original *
16	Original	39	Original *
17	Original		
18	Original		
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20	1st		
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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 1/2/2006

Effective: January 2, 2006 5:011

Issued by PaeTec Communications, Inc. (1)

By:___

neral Counsel

Executive Director

Issued: December 2, 2005 Issued by authority of an order of the Public Service Commission of Kentucky in Case No. Dated:

TARIFF FORMAT

Page Numbering - Sheet numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

Explanation of Symbols - When changes are made in any tariff page, a revised page will be issued canceling the tariff page affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- C Change in regulation affecting application in rate
- D Delete or Discontinue rate or regulation
- I Change Resulting In An Increase to A Customer's Bill
- M Moved From Another Tariff Location
- N New regulation or rate
- R Change Resulting In A Reduction to A Customer's Bill
- T Change In Text or Regulation But No Change In Rate or Charge

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

MAR 02 1999

PURSUANT TO 807 KAR 5011. SECTION 9 (1)

BY: STOPPOND BALL SECRETARY OF THE COMMISSION

Issued:

Issued:
Issued by authority of an order of the Public Service Commission of Kentucky in Case No.
Dated:

Effective:

Issued by PaeTec Communications, Inc.

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Issued: October 23, 2002 Issued by authority of an order of the Public Service Commission of Kentucky in Case No. Dated: Effective: November 22, 2002

Issued by PaeTec Communications, Inc.

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

<u>Access Line</u> - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Subscriber's location to Carrier's location or switching center.

<u>Authorization Code</u> - A numerical code, one or more of which may be assigned to a Subscriber, to enable Carrier to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

<u>Automatic Numbering Identification (ANI)</u> - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

<u>Calling Card</u> - A postpaid or prepaid calling card issued by Carrier which allows Subscribers and/or Users to make telephone calls and charge the calls to a postpaid or prepaid account. Calls charged to a Carrier-issued postpaid Calling Card will appear on the Subscriber's regular monthly bill. Calls charged to a Carrier-issued prepaid Calling Card will be charged against the debit account.

<u>Carrier or Company</u> - Refers to PaeTec Communications, Inc.

<u>Commission</u> - Refers to the Kentucky Public Service Commission.

<u>Common Carrier</u> - A company or entity providing telecommunications services to the public.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

MAR 02 1999

PURSUANT TO 807 KAN 5011. SECTION 9 (1) BY: <u>Skokaa Blue</u>

SECRETARY OF THE COMMISSION

Issued:
Issued by authority of an order of
the Public Service Commission of
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Dated:

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By:_

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

<u>Local Access and Transport Area</u> (<u>LATA</u>) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

<u>Measured Charge</u> - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

<u>Subscriber/Customer</u> - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

<u>Telecommunications</u> - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

<u>Term</u> - The timeframe by which the Subscriber agrees to be served by the Carrier.

<u>User</u> - The person(s) utilizing Carrier's services.

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PURSUANT TO 807 KAN 5:011. SECTION 9 (1)

BY: SPOROM BULL SECRETARY OF THE COMMISSION

Issued:

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. Dated: Effective:

Issued by PaeTec Communications, Inc.

By:_

SECTION 2. RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Carrier for telecommunications between points within the Commonwealth of Kentucky. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.3 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- 2.1.4 At the Option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specific in each individual contract.

2.1.5	Individual contract basis arrangements are subject to Commission reviews 100 PUBLIC SERVICE COMMISSION
	PUBLIC SERVICE COMMINIORIES OF KENTUCKY
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PURSUANT TO SUZ NAMEO 11. SECTION 9 (1) BY: Stephan BUI

SECRETARY OF THE COMMISSION

Issued:
Issued by authority of an order of
the Public Service Commission of
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By:

2.2 Use of Services

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Carrier's services may be denied for any use by Customer which is illegal, or poses an undue risk or liability to Carrier, or is obtained through fraud or willful misrepresentation.

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PURSUANT TO BUY NAH 5:011. SECTION 9 (1) BY: Stephand But SECRETARY OF THE COMMISSION

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2.3 <u>Liability of Carrier</u>

- 2.3.1 Except as otherwise stated in this section, the liability of Carrier for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5.
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5, Carrier shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.3.3 The liability of Carrier for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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PURSUANT 10 807 NAM 5011. SECTION 9 (1) BY: Stroken Bull

Y: DECRETARY OF THE COMMISSION

2.3 <u>Liability of Carrier</u> (Cont'd)

- 2.3.4 Carrier shall not be liable for any claims for loss or damages involving:
 - A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by Carrier; or (3) common carriers or warehousemen;
 - B. Any delay or failure of performance or equipment due to causes beyond Carrier's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against Carrier; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - C. Any unlawful or unauthorized use of Carrier's facilities and services;

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PURSUANT TO 80/ NAM 5011. SECTION 9 (1) BY: Skalan BUU

SECRETARY OF THE COMMISSION

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By:_

2.3 <u>Liability of Carrier</u> (Cont'd)

- 2.3.4 D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Carrier-provided facilities or services; or by means of the combination of Carrier-provided facilities or services with Customer-provided facilities or services;
 - E. Breach in the privacy or security of communications transmitted over Carrier's facilities;
 - F. Changes in any of the facilities, operations or procedures of Carrier that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by Carrier and is not provided to the Customer, in which event Carrier's liability is limited as set forth in subsection 2.3.1 of this Section 2.3.
 - G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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PURSUANT TO 807 NAM 5:011.
SECTION 9 (1)
BY: Stoly D BLAI
SECRETARY OF THE COMMISSION

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By:_

2.3 Liability of Carrier (Cont'd)

- 2.3.4 H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Carrier's facilities;
 - I. Any intentional, wrongful act of a Carrier employee when such act is not within the scope of the employee's responsibilities for Carrier and/or is not authorized by Carrier;
 - J. Any representations made by Carrier employees that do not comport, or that are inconsistent, with the provisions of this tariff;
 - K. Any act or omission in connection with the provision of 911, E911, or similar services involving emergencies;
 - L. Any noncompletion of calls due to network busy conditions;
 - M. Any calls not actually attempted to be completed during any period that service is unavailable.

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PURSUANT 10 807 Non 5:011. SECTION 9 (1) BY: Stration BALL SECRETARY OF THE COMMISSION

2.3 <u>Liability of Carrier</u> (Cont'd)

- 2.3.5 Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Carrier or Customer equipment or facilities or service provided by Carrier.
- 2.3.6 Carrier does not guarantee nor make any warranty with respect to installations Provided by it for use in an explosive atmosphere. Carrier shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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PURSUANT TO 807 KAR 5:011. SECTION 9 (1)

BY: SHOPPING BALLI SECRETARY OF THE COMMISSION

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Issued by PaeTec Communications, Inc.

2.3 <u>Liability of Carrier</u> (Cont'd)

- 2.3.7 Carrier assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if Carrier has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- 2.3.8 Any claim of whatever nature against Carrier shall be deemed conclusively to have been waived unless presented in writing to Carrier within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.9 CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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PURSUANT TO COLLEGE SOUTH.

BY: SPORTARY OF THE COMMISSION

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the Public Service Commission of
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Issued by PaeTec Communications, Inc.

By:__

2.4 Responsibilities of the Subscriber

- 2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.
- 2.4.3 If required for the provision of Carrier's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.

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PURSUANT TO 807 NAM 5011. SECTION 9 (1) BY: Stephan Bull

Y: O (1000 AM) SECRETARY OF THE COMMISSION

Issued:
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Dated:

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By:_

- 2.4 Responsibilities of the Subscriber (Cont'd)
 - The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Subscriber when required by Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.
 - The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Subscribers, Carrier may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate the Subscriber's service.

> PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

> > MAR 02 1999

PURSUANT TO 807 KAR 5:011. SECTION 9 (1) BY: Skylvow Red SECRETARY OF THE COMMISSION

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- 2.4 Responsibilities of the Subscriber (Cont'd)
 - The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
 - The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.
 - The Subscriber is responsible for payment of the charges set forth in this tariff.
 - 2.4.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
 - 2.4.10 The Subscriber shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3 above, arising in connection with the provision of service by Carrier, and shall protect and defend Carrier from any suits or claims against Carrier and shall pay all expenses and satisfy all judgments rendered against Carrier in connection herewith. Carrier shall notify the Subscriber of any suit or claim against Carrier of which it is aware.

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PURSUANT TO 807 KAR 5:011. SECTION 9 (1)

BY: Stedans Bus SECRETARY OF THE COMMISSION

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2.5 <u>Cancellation or Interruption of Services</u>

2.5.1 General

- A. A service is interrupted when it becomes unusable to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by Carrier under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by Carrier to be impaired.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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PURSUANT TO 807 NAM 5:011. SECTION 9 (1)

BY: Status BUS
SECRETARY OF THE COMMISSION

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the Public Service Commission of
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Dated:

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By:

2.5 <u>Cancellation or Interruption of Services</u> (Cont'd)

2.5.2 Limitations on Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than Carrier, including but not limited to the Customer or other common carriers connected to the service of Carrier;
- B. due to the failure of power, equipment, systems, or services not provided by Carrier;
- C. due to circumstances or causes beyond the control of Carrier;
- D. during any period in which Carrier is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on an impaired basis;

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PURSUANT TO SOY NAM 5:011. SECTION 9 (1) BY: <u>Skolman</u> Bell

SECRETARY OF THE COMMISSION

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Dated:

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By:

- 2.5 <u>Cancellation or Interruption of Services</u> (Cont'd)
 - 2.5.2 Limitations on Allowances (Cont'd)
 - F. during any period when the Customer has released service to Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
 - G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
 - H. that was not reported to Carrier within thirty (30) days of the date that service was affected.
 - 2.5.3 Application of Credits for Interruptions of Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

- 2.6 Discontinuance of Service for Cause
 - 2.6.1 Without incurring liability, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services in accordance with the requirements of Kentucky PSC Rules and Regulations:
 - A. For nonpayment of any regulated sum due to the Company for more than thirty (30) days after issuance of the bill for the amount due;

B. For violation of any of the provisions of this tariff; PUBLIC SERVICE COMMISSION

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

MAR 02 1999

PURSUANT TO 807 KAN 5:011.
SECTION 9 (1)
BY: STEPHEN OF THE COMMISSION

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Dated:

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2.6 <u>Discontinuance of Service for Cause</u> (Cont'd)

- C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services; or
- D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

2.7 <u>Billing Arrangements</u>

- 2.7.1 The Subscriber will either be billed directly by Carrier or its intermediary, or charges will be included in the Subscriber's regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.
- 2.7.2 Carrier will render bills monthly. Payment is due within thirty (30) days after the Subscriber's receipt of its bill.
- 2.7.3 Carrier may impose a late payment charge not to exceed 1.5% on any bill not paid within thirty (30) days of the receipt, which charge may only be assessed on outstanding balance. The Subscriber shall be responsible for all costs, including attorney's fees, incurred in the collection of unpaid charge or in any other action to enforce payments and/or obligations arising under this tariff. A charge of twenty dollars (\$20.00) may be imposed for returned checks. A penalty cannot be applied to a prior penalty amount per Reference 807 KAR 5:006, Section 8(3)(h).
- 2.7.4 Billing will be conducted in accordance with the requirements of Kentucky PSC Rules and Regulations.

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PURSUANT TO 807 KAR 5:011. SECTION 9 (1)

BY: Stephand Bull
Effect REPRETARY OF THE COMMISSION

Issued by PaeTec Communications, Inc.

By: Auhird le Attalasera Richard E. Ottalagana, Executive Vice President

(N)

(N)

Issued:

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. Dated:

2.8 Term of Service

2.8.1 The initial contract period for service under this section is one month. Subsequent contract periods shall be for additional one-month periods unless otherwise specified.

2.9 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Subscribers or Users.

2.10 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the Subscriber unless written objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Subscriber and Carrier for service furnished to the Subscriber, which cannot be settled with mutual satisfaction, the Subscriber can take the following course of action within thirty (30) days of the billing date:

2.10.1 The Subscriber may request, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)

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2.10 Contested Charges (Cont'd)

- 2.10.2 If there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Subscriber may file an appropriate complaint with the Kentucky Public Service Commission.
- 2.10.3 The Customer has the right to appeal to the Commission at any time. The Commission's address is:

211 Sower Blvd Frankfort, KY 40602 1-800-772-4636

(T) (T) (N)

2.10.4 If dispute fails to be resolved and Carrier initiates legal proceedings to collect any amount due hereunder, and Carrier substantially prevails in such proceedings, then Subscriber shall pay the reasonable attorneys' fees and costs incurred by Carrier in prosecuting such proceedings and any appeals therefrom.

(N)

(N)

2.11 **Billing Entity Conditions**

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.12 **Deposits**

The Company does not require deposits.

Issued: December 11, 2002 Issued by authority of an order of the Public Service Commission of

Kentucky in Case No.

Dated:

Effective: January 10, 2003

Issued by PaeTec Communications, Inc.

2.13 Taxes

All federal excise taxes, and State and local sales, use, and similar taxes, are billed as separate items and are not included in the quoted rates. Gross receipts tax will be billed as a separate line item.

2.14 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate no greater than P.01.

2.15 Promotions

Carrier may from time to time offer promotional services. The Commission will be notified prior to the effective date of the promotion.

2.16 Invoice Options

A Commercial Customer's invoice information is presented on either a CD or in electronic format as chosen by the Customer. The CD will be sent by mail and the electronic version is accessible either via the Internet or by e-mail to the Customer. Both of these options are available at no charge to the Customer. Should the Customer choose to receive by mail, a paper invoice in addition to the electronic invoice, the Customer may be responsible for a monthly charge as indicated in the rate section following. This billing service is independent of additional paper invoices, documents or other Company services that provide specific call detail information or other data not normally provided in the invoice as rendered. Upon Customer request, additional copies of invoice or bill reprints will be provided, if available, at the per page rates as listed below as well as an additional service fee. If the Customer elects to receive the additional copy or reprint in CD format, only the service fee will apply.

A. Rates

A customer can choose a one-page summary with a remittance slip for no charge. All other paper invoice charges are as follows:

•	2-4 pages	\$5.00
•	5 – 19 pages	\$10.00
•	20+ pages	\$15.00
•	Service Fee	\$25.00

Issued: August 26, 2005 Issued by authority of an order of the Public Service Commission of Kentucky in Case No. Dated: PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 9/26/2005

(N)

(N)

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(N)

Effective: September 26, 2005 ls ued by PaeTec Communications, Inc.

Executive Director

SECTION 3 - DESCRIPTION OF SERVICES

3.1 General

Carrier provides resold interexchange telecommunications services, including direct-dialed message telecommunications services (MTS), and 800/888/877 service. Calls are rated based on the duration of the call. Services are available twenty-four (24) hours a day, seven days a week. Carrier does not charge for service on a mileage basis.

3.2 <u>Charges Based on Duration of Use</u>

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.2.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- 3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.5 All times refer to local times.
- 3.2.6 Rates are not distance sensitive. As such, unless otherwise indicated, mileage bands are not applicable to the services offered.

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OF KENTUCKY

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PURSUANT TO SUZ INAN 0:011.

BY SECHETARY OF THE COMMISSION

Issued:

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. Dated: Effective:

Issued by PaeTec Communications, Inc.

By:

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.2 Charges Based on Duration of Use (Cont'd)

- 3.2.7 Unless otherwise indicated, rates do not vary depending upon day or the time of day (Day, Evening, and Night/Weekend).
- 3.2.8 Each call is rated and billed in whole cents according to the following conventions:
 - D. Commercial. For services offered by Carrier, any rated call with a fraction of a cent less than \$0.005, will be rounded down to the nearest whole cent with no call rated at less than \$0.01. Any rated call with a fraction of a cent \$0.005 or greater, will be rounded up to the nearest whole cent.
 - E. Residential. Calls made using any service offered to residential Subscribers will be rounded up to the nearest cent at the termination of a call.
 - F. Exceptions. Special rounding arrangements may be made through contractual arrangements.

3.3 <u>Product Descriptions</u>

3.3.1 Commercial Switched Outbound (1+)

Switched outbound services provide direct dialed (1+) long distance services to commercial Subscribers. Subscribers may also access Carrier's services by dialing "1010XXX." Subscribers access Carrier's services through switched access origination.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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PURSUANT TO 807 KAR 5.011. SECTION 9 (1)

BY SKOKANO BULL SECRETARY OF THE COMMISSION

Effective:

Issued by PaeTec Communications, Inc.

By:_

Richard E. Ottalagana, Executive Vice President

Issued:
Issued by authority of an order of
the Public Service Commission of
Kentucky in Case No.
Dated:

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.3 Product Descriptions (Cont'd)

3.3.2 Commercial Switched 800/888/877 Inbound

Switched 800/888/877 provides an inbound toll-free calling service to commercial Subscribers. The Subscriber is billed for each toll-free call, rather than the call originator. Calls terminate to the Subscriber via switched access lines. Subscribers may be billed a monthly recurring charge. Inbound toll free intraLATA calls or inbound toll free instate interLATA calls where the Company may or may not be the responsible organization and where an interexchange carrier, or an entity other than a local exchange carrier, is not involved in the switching and transport of those calls between the calling party and the Company switching center, shall be subject to the rates for inbound toll free calling as published herein.

3.3.3 Commercial Dedicated Outbound (1+)

Dedicated outbound services provide direct dialed (1+) long distance services to commercial Subscribers. Subscribers may also access Carrier's services by dialing "10XXX." Subscribers access Carrier's services through dedicated access origination.

3.3.4 Commercial Dedicated 800/888/877 Inbound

Dedicated 800/888/877 provides an inbound toll-free calling service to commercial Subscribers. Subscriber is billed for each toll-free call, rather than the call originator. Calls terminate to Subscriber via dedicated access lines. Inbound toll free intraLATA calls or inbound toll free instate interLATA calls where the Company may or may not be the responsible organization and where an interexchange carrier, or an entity other than a local exchange carrier, is not involved in the switching and transport of those calls between the calling party and the Company switching center, shall be subject to the rates for inbound toll free calling as published herein.

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Effective: November 14, 2003

Issued: October 15, 2003 Issued by authority of an order of the Public Service Commission of Kentucky in Case No. Dated: (N)

(N)

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(N)

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.3 Product Descriptions (Cont'd)

3.3.5 Residential Switched Outbound (1+)

(M)

Switched outbound services provide direct dialed (1+) long distance services to residential subscribers. Subscribers may also access Carrier's services by dialing "1010XXX." Subscribers access Carrier's services through switched access origination.

(M)

3.3.6 Residential Switched 800/888/877 Inbound

(N)

Switched 800/888/877 provides an inbound toll-free calling service to residential Subscribers. Subscriber is billed for each toll-free call, rather than the call originator. Calls terminate to Subscriber via dedicated access lines. Subscribers may be billed a monthly recurring charge. Inbound toll free intraLATA calls or inbound toll free instate interLATA calls where the Company may or may not be the responsible organization and where an interexchange carrier, or an entity other than a local exchange carrier, is not involved in the switching and transport of those calls between the calling party and the Company switching center, shall be subject to the rates for inbound toll free calling as published herein.

(N)

3.3.7 800/888/877 Travel Card

800/888/877 Travel Card Service provides customers the opportunity to make calls while away from their home or office. Subscribers may access Carrier's services through an 800/888/877 number provided by Carrier.

3.3.8 Directory Assistance

Subscribers may request directory assistance from Carrier.

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PURSUANT TO 807 KAR 5 01: SECTION 9 (1)

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Effective: November 14, 2003

Issued by PaeTec Communications, Inc.

Issued: October 15, 2003 Issued by authority of an order of the Public Service Commission of Kentucky in Case No.

Dated:

SECTION 4 - RATE SCHEDULE

Unless otherwise specified, the following rates are per minute of use as timed by Carrier in seconds.

4.1 Commercial Switched Outbound (1+)

Billing Minimum:

Six Seconds Six Seconds

Milling Increments:

(R)

Rate: \$0.079 MRC: \$4.95

(N)

4.2 Commercial Switched Inbound

Billing Minimum:

Thirty Seconds

Billing Increments:

Six Seconds

(R)

Rate: \$0.079

4.3 Commercial Dedicated Outbound

Billing Minimum:

Six Seconds

Billing Increments: Six Seconds

(R)

Rate: \$0.049

4.4 Commercial Dedicated 800/888/877 Inbound

Billing Minimum:

Thirty Seconds

Billing Increments:

Six Seconds

(R)

Rate: \$0.049

2

Issued: October 23, 2002 Issued by authority of an order of the Public Service Commission of Kentucky in Case No. Dated:

Effective: November 23, 2002

Issued by PaeTec Communications, Inc.

SECTION 4 - RATE SCHEDULE (Cont'd)

Residential Switched Outbound (1+) 4.5

Billing Minimum: One Minute One Minute Billing Increments:

Rate: \$0.0869

Residential Switched 800/888/877 Inbound 4.6

Billing Minimum: One Minute Billing Increments: One Minute

> Rate: \$0.0869 MRC: \$2.95

4.7 800/888/877 Travel Card Service

Commercial Billing

Billing Minimum: Thirty Seconds Billing Increment: Six Seconds

Rate: \$ 0.17

Residential Billing

Billing Minimum: One Minute Billing Increment: One Minute

Rate: \$ 0.20

4.8 **Directory Assistance**

Rate: \$ 1.25 per request

PUBLIC SERVICE COMMISSION OF KENTUCKY

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Effective: August 1, 2005

Issued by Paper Communications, 807 KAR 5:011

SECTION 9 (1)

Daniel J. Venuti, EVP, Secretary & General Counsel

By:__

Executive Director

Issued: July 1, 2005 Issued by authority of an order of the Public Service Commission of Kentucky in Case No. Dated:

SECTION 4 -	RATE SCHEDULE	(Cont'd)

4.9 RESERVED FOR FUTURE USE

(D)

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(D)

Issued: October 23, 2002 Issued by authority of an order of the Public Service Commission of Kentucky in Case No. Dated:

Effective: November 23, 2002

Issued by PaeTec Communications, Inc.

SECTION 4 - RATE SCHEDULE (Cont'd)

4.9 RESERVED FOR FUTURE USE

(D)

4.10 Public Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan, effective October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate, interstate, and international calls that originate from any domestic pay telephone used to access Company services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the # symbol).

2

Issued: October 23, 2002 Issued by authority of an order of the Public Service Commission of Kentucky in Case No. Dated: Effective: November 23, 2002

Issued by PaeTec Communications, Inc.

SECTION 4 - RATE SCHEDULE (Cont'd)

4.10 Public Pay Telephone Surcharge (Cont'd)

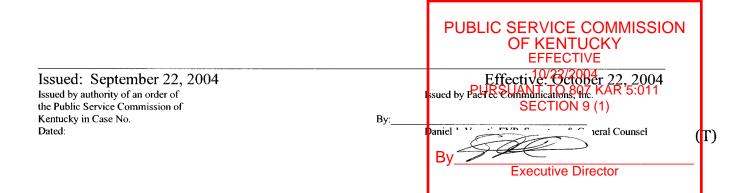
Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Per Call Charge:

\$0.56

(I)



SECTION 5 – AMERICAN LONG LINES

5.1 Undertaking of PAETEC Communications, Inc.

Customers receiving the rates listed in this section are defined as customers of American Long Lines (the "Existing AmLL Customers") whose long distance services are now being provided by PAETEC Communications, Inc. Service is available on a full-time basis, twenty-four hours a day, seven days a week. Service is provided and billed on a monthly basis unless otherwise specified. The following rates will be available to the Existing AmLL Customers through the remaining term, if any, of the Existing AmLL Customers' respective contracts.

5.2 Return Check Charge

A return check charge of \$15.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Kentucky law and Commission regulations.

5.3 Directory Assistance

A Directory Assistance charge applies per intrastate directory assistance calls made from points within the State of Kentucky. The customer may make two requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the operator is able to supply the requested number. Discounts are not applicable to Directory Assistance Charges. Directory Assistance Charges are not included in usage commitments or computed in any discount calculations.

By:

Per call to directory assistance:

\$0.60

* All information on this page is new.

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I aniel J. Venuti, EVP, Secretary & General Counsel

Executive Director

5.4 Option 1 Service

Option 1 Service is available to residential and business Subscribers who originate direct dialed calls over standard Customer-provided switched access lines.

5.4.1 Minimum Monthly Billing:

\$5.00

5.4.2 Usage Rates:

Mileage	Day		ge Day Evening, Night, Weekend	
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
All	.1300	.1300	.1300	.1300

5.4.3 Volume Discounts:

Volume discounts are offered to business customers only. As each revenue threshold listed below is reached, the per minute rates for usage will be discounted from the base rate as indicated. Intrastate and Interstate usage will be combined to arrive at the appropriate discount level.

By:_

<u>Volume</u>	<u>Discount</u>
\$ 200	5%
\$ 500	8%
\$ 1000	10%
\$ 2000	15%
\$ 3000	20%
\$ 5000	25%
\$10000	35%
\$25000	55%

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Daniel J. Venuti, EVP, Secretary & General Counsel

Executive Director

5.5 Option 2 Service

Option 2 Service is available to residential and business Subscribers who originate direct dialed calls over standard Customer-provided switched access lines, and who have a demonstrated monthly usage exceeding \$500.

5.5.1 Minimum Monthly Billing:

\$5.00

5.5.2 Usage Rates:

Mileage	Day		eage Day Evening, Night, Weeken		light, Weekend
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	
All	.1200	.1200	.1000	.1000	

5.5.3 Volume Discounts:

Volume discounts are offered to business customers only. As each revenue threshold listed below is reached, the per minute rates for usage will be discounted from the base rate as indicated. Intrastate and Interstate usage will be combined to arrive at the appropriate discount level.

<u>Volume</u>	<u>Discount</u>
\$ 1000	5%
\$ 2000	10%
\$ 3000	15%
\$ 5000	20%
\$10000	25%
\$25000	40%

* All information on this page is new.

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SECTION 9 (1)

By:

Daniel J. Venuti, EVP, Secretary & General Counsel

Executive Director

Issued: December 2, 2005 Issued by authority of an order of the Public Service Commission of Kentucky in Case No. Dated:

5.6 Option 3 Service

Option 3 Service is available to residential and business Subscribers who originate direct dialed calls over Customer-provided dedicated access lines, and who have a demonstrated monthly usage exceeding \$2500.

5.6.1 Minimum Monthly Billing:

\$5.00

5.6.2 Usage Rates:

Mileage	Day		ge Day Evening, Night, Weekend	
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
All	.0800	.0800	.0800	.0800

5.6.3 Volume Discounts:

Volume discounts are offered to business customers only. As each revenue threshold listed below is reached, the per minute rates for usage will be discounted from the base rate as indicated. Intrastate and Interstate usage will be combined to arrive at the appropriate discount level.

<u>Volume</u>	Discount
\$ 5000	5%
\$10000	10%
\$15000	15%
\$20000	20%
\$25000	25%

* All information on this page is new.

Issued: December 2, 2005 Issued by authority of an order of the Public Service Commission of Kentucky in Case No. Dated: PUBLIC SERVICE COMMISSION OF KENTUCKY

Effective: January 2, 2005

Issued by PaeTec Communications, 1807
PURSUANT TO 807 KAR 5:011

SECTION 9 (1)
Daniel J. Venuti, EVP, Secretary & General Counsel

By Executive Director

5.7 Term Discounts

Term discounts are offered to Option 1, Option 2, and Option 3 business customers. Term discounts may be used in conjunction with volume discounts.

<u>Term</u>	Discount
1 Yr.	3%
2 Yrs.	6%
3 Yrs.	9%

If a Customer cancels a term plan prior to the expiration of the term, a nonrecurring termination liability of \$25 will be applied.

5.8 Travel Service

Travel Service is available to Option 1, Option 2, and Option 3 subscribers for originating telephone calls while away from home or office. Service is accessed by dialing the Company-designated toll free access number, followed by 0 + the destination number, the Travel Card number, and the Authorization Code. Intrastate service is offered in conjunction with Interstate service.

By:_

5.8.1	Minimum Monthly Billing:	\$0.00
5.8.2	Usage Rates:	

Per Minute Rate:

\$0.1800

* All information on this page is new.

Issued: December 2, 2005 Issued by authority of an order of the Public Service Commission of Kentucky in Case No. Dated: PUBLIC SERVICE COMMISSION OF KENTUCKY

Effective: 1/2000 2, 2005

Issued by Papier SUAN 17272000 - , 1727200 - , 1727200 -

SECTION 9 (1)

Daniel J. Venuti, EVP, Secretary & General Counsel

Executive Director

5.9 Inbound Toll-Free Number Service

ALL's Inbound Toll-Free Number Service is an 800/888 number service available for Customer use twenty-four (24) hours a day, seven (7) days a week. Service is terminated over standard Customer-provided switched access lines. Intrastate service is offered in conjunction with Interstate service.

5.9.1 Reservation of Toll-Free (i.e., 800/888) Numbers

The Company will make every effort to reserve toll-free vanity numbers on behalf of Customers, but makes no guarantee or warranty that the requested toll-free number(s) will be available or assigned to the Customer requesting the number.

5.9.2 Toll-Free (i.e., 800/888) Number Portability

If a Customer accumulates undisputed delinquent charges, the Company reserves the right not to honor that Customer's request for a change in service, including a request for Resp. Org. change, until such charges are paid in full.

The Customer does not retain rights in toll-free numbers which are shared with other Customers of the Company. Shared toll-free numbers are not portable.

Bv:

5.9.3 Minimum Monthly Billing:

\$5.00

5.9.4 Usage Rates:

Per Minute Rate:

\$0.149

* All information on this page is new.

Issued: December 2, 2005 Issued by authority of an order of the Public Service Commission of Kentucky in Case No. Dated: PUBLIC SERVICE COMMISSION OF KENTUCKY

Effective: Lanuary 2, 2005

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SECTION 9 (1)
Daniel J. Venuti, EVP, Secretary & General Counsel

Executive Director

5.10 In-State Connection Fee

A monthly service charge will be applied to Customers who are presubscribed to ALL for interLATA service. This monthly charge is applied if a Customer has \$1.00 or more of billable charges and credits on their bill, including, but limited to, monthly recurring charges and minimum usage charges. This charge does not contribute towards any applicable minimum monthly usage charges.

Customers having less than \$1.00 worth of billable charges per month are exempt from this service charge.

By:

Per Account:

Per Month \$0.66

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Issued: December 2, 2005 Issued by authority of an order of the Public Service Commission of Kentucky in Case No. PUBLIC SERVICE COMMISSION OF KENTUCKY

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Effective 1/22006 2, 2005 Issued by Partin Smannication 807 KAR 5:011

SECTION 9 (1)

Daniel J. Venuti, EVP, Secretary & General Counsel

By Executive Director



Account Number:

PaeTec/Unbillable

Page 4 Invoice Number: 1110 Date of Invoice: 03/02/1999 Invoice Period: 02/01/1999 through 02/28/1999

DETAIL FOR SUBSCRIBER 000098735 - PaeTec/Unbillable

LONG DISTANCE OUTGOING	CALL DETAIL	SICONNECTION	(716)223-9546		
Reference	Date Time	Number Called	Location	Minutes	Charge
15945097	02/21 6:29F)	ENFIELD ,NH	0.3	0.02
16145996	02/22 3:07F	•	ENFIELD ,NH	0.5	0.04
15953892	02/22 6:10F	•	ENFIELD ,NH	29.7	2.23
16251398	02/23 6:52F	•	ENFIELD ,NH	0.5	0.04
16251399	02/23 7:52F)	GUILFORD ,ME	13.1	0.98
16288642	02/24 3:11	•	ENFIELD ,NH	0.7	0.05
16387909 ,	02/24 6:29	•	ENFIELD ,NH	29.2	2.19
16443645	02/25 5:23	•	ENFIELD ,NH	25.7	1.93
16855343	02/26 3:06	•	ENFIELD ,NH	0.4	0.03
16953708	02/26 5:36	•	ENFIELD ,NH	0.1	0.01
16855344	02/28 5:36	•	SAVANNAH ,GA	3.7	0.28
16848193	02/27 2:43	•	ENFIELD ,NH	0.3	0.02
16945757	02/27 2:43	•	ENFIELD ,NH	0.2	0.02
16944751	02/28 1:49	•	ENFIELD ,NH	33.4	2.51

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> PURSUANT TO 807 KAR 5:011. SECTION 9 (1) SECRETARY OF THE COMMISSION

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Effective:
Issued by PaeTec Communications, Inc.



Account Number:

PaeTec/Unbillable

Invoice Number: 1110 Date of Invoice: 03/02/1999

Invoice Period:

02/01/1999 through 02/28/1999

ACCOUNT SUMMARY INFORMATION

DETAI	ME W	ര്ത്ത	initia	witte	HV.

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Account	Name	Charges	Taxes	Total
	PacTac/i Inhiliahle	28.40	2.15	30.55

DETAIL FOR SUBSCRIBER 000098735 - PaeTec/Unbillable

Service : Commercial Switched Toll

LONG DISTANCE CHARGES		
Category	Minutes	Charge
LD CSO Interstate Toll Charges	377.9	28.40
		28.40
	NY GRS/Receipt	0.00
	USF	1.2 9
TAXES	Federal	0.86
•	State, County, Local	0.00
		2.15
TOTAL FONG DISTANCE CHARGE	S'AND TAXES	30.55

TOTAL COMPENSION AND SEES FOR A COmmercial Switched Toll	79
TOTAL OTIPOENT ON A TREE SOP	: 1777

TOTALICURRENTICH	Anges fon	er fen i Mesti	sasomineidieneewaa		resilentaria en la companya de la c	Oale of Invol	Marrio Nati i	33/03/1998		
LONG DISTANCE OUT	GONG CALL D	ETAILS C	ONNECTION: #47	16) 223-95	46	alwa colomb		La		
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11547008		3:50P	Paraganterior (1. 1. 4 180)	ENFIELD	,NH	0.5	0.04			
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1354649	8 02/10	5:14P	44.400	ENFIELD		14.11.33				
1344634	6 02/10	6:54P	F.M.S.	ENFIELD		0.5				
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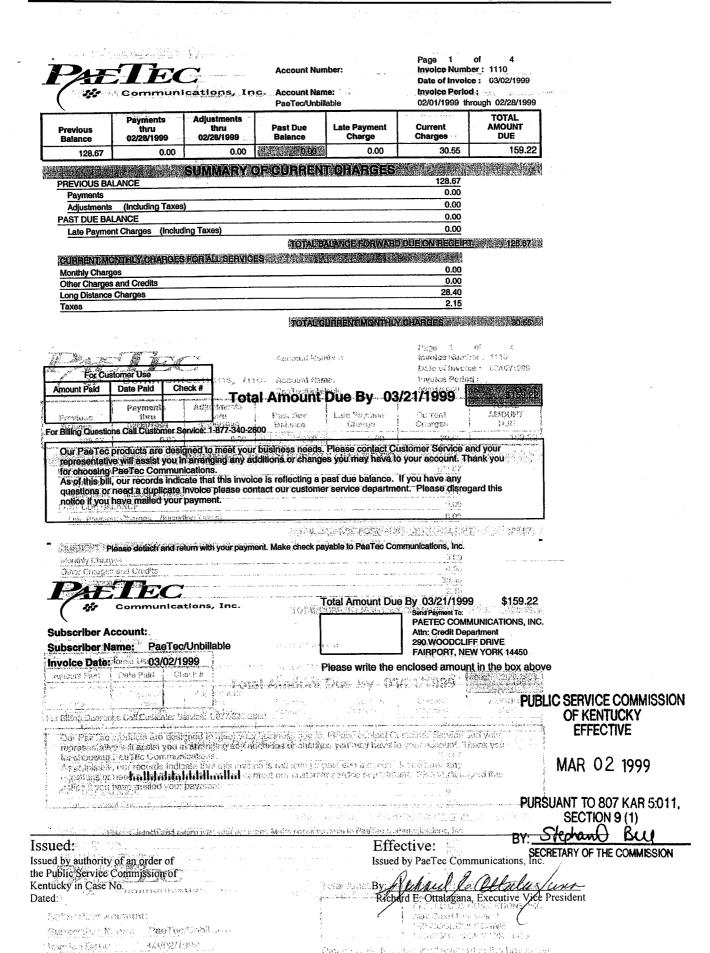
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